

REMARKS

The following remarks are responsive to the Non-Final Office Action dated October 21, 2010.

Summary of the Office Action

At the time of the Office Action, claims 1–12 were pending. The status of the claims is as follows:

- **Claims 1–9** stand rejected under **35 U.S.C. § 112, second paragraph**, as being indefinite;
- **Claims 1–3 and 8–10** stand rejected under **35 U.S.C. § 102(e)** as anticipated by **Multer** et al. (U.S. Patent No. 6,694,336);
- **Claims 4, 5, and 11** stand rejected under **35 U.S.C. § 103(a)** as being unpatentable over **Multer** in view of **Ims** et al. (U.S. Patent Application Publication No. 2002/0091533);
- **Claims 6, 7, and 12** stand rejected under **35 U.S.C. § 103(a)** as being unpatentable over **Multer** in view of Microsoft Computer Dictionary 5th Edition (hereinafter “**Microsoft**”);
- **Claims 1–3 and 8–10** stand rejected under **35 U.S.C. § 102(e)** as anticipated by **Ng** et al. (U.S. Patent No. 6,131,096);
- **Claims 4, 5, and 11** stand rejected under **35 U.S.C. § 103(a)** as being unpatentable over **Ng** in view of **Ims**;
- **Claims 6, 7, and 12** stand rejected under **35 U.S.C. § 103(a)** as being unpatentable over **Ng** in view of **Microsoft**.

Applicants have amended the independent claims to address the issues regarding the 35 U.S.C. § 112 rejection, and provide discussion for distinguishing the presently amended claims from the art cited against them.

Support for the amendments to the claims can be found at least in Figure 1 and supporting description of the originally filed application. No new matter has been added.

Applicants note that the Examiner appears to have reconsidered his position taken during the interview. Although the Examiner indicated during the interview that the amendments ultimately submitted in the previously filed RCE would clear the art of record, the Examiner has once again used this same art to reject the amended claims. Applicants note that the claim language used in the revised rejections appears to be a hybrid between the pre-RCE claims and the post-RCE claims. Applicants further note the newly raised indefiniteness claims based on language that has existed in the claims since they were originally filed.

35 U.S.C. § 112, Second Paragraph, Indefiniteness of Claims 1–9

1. Applicants have amended claims 1–4, 8, and 9 to eliminate the means language.

In the Office Action, on pp. 2–3, the Examiner rejected claims 1–9 as being indefinite because the first and second synchronization means invoke 35 U.S.C. § 112, sixth paragraph, without the written description disclosing corresponding structure, material, or acts for the claimed function.

The Examiner indicated that one of the options is to:

- a) Amend the claim so that the claim limitation will no longer be a means (or step) plus function limitation under 35 U.S.C. § 112, sixth paragraph.

In response, Applicants have amended claims 1–4, 8, and 9 to replace the means language with modules and appropriate hardware, as defined and shown in the originally filed Specification.

Based on the Amended claim language, Applicants respectfully assert that they have complied with the Examiner's requirement under paragraph 2(a) of the Office Action and request that the rejection under 35 U.S.C. § 112 be withdrawn from the application.

35 U.S.C. §102(e) Anticipation of Claims 1–3 and 8–10 by Multer

2. Multer does not disclose the feature “service portals, each hosting at least one personal information manager (PIM) service” in both former claim 1 and presently amended claim 1.

In the Office Action, on pp. 3–4, the Examiner rejected claim 1 as being anticipated by Multer.

With regard to the preamble, the Examiner simply quotes (and omitting some of the claim language) the preamble and simply identifies Multer's Figure 1. With regard to the remaining claim elements, the Examiner simply quotes the claim language, and then references two separate columns of the Multer reference (the exact same cite for each claim element).

The Examiner has made no effort to identify how he is reading Multer's disclosed components on the claimed features. A mere quote of the claim language and inclusion of a prior art passage cite without providing any analysis or further discussion whatsoever, particularly given the Applicants' extensive arguments regarding the failures of Multer's teaching of the claimed elements and prior request for specificity from the Examiner, is insufficient to establish a *prima facie* case of anticipation.

Multer does not disclose that the synchronization system comprises a first client-server architecture comprising a first synchronization client module and a first synchronizations server module communicating together via a computer network, wherein the first synchronization server module is hosted in a portal hosting a PIM service and acting as a PIM server, whereas the first synchronization client module is hosted within at least another portal hosting a PIM service and acting as a PIM server.

Furthermore, Multer does not disclose that each of the at least two service portals acts as a PIM server and is accessible by way of remote access terminals acting as PIM clients.

The Examiner makes reference to two separate portions of the Multer reference that are unrelated to one another. The first, in column 2, is a discussion of the background art. It discusses basic prior art synchronization schemes. The section cited by the Examiner is actually a more detailed description of the system whose description begins in column 1 at 1:45, in which synchronization occurs through direct connections of two devices. This section clearly does not discuss any notion of the claimed portals, synchronization servers, PIM servers or services, etc., and the Examiner has made no effort to identify how the discussion of this prior art system relates to the claimed elements.

The second portion cited by the Examiner is in column 8, which describes Multer's invention, which is different from, and appears to have little relationship to the background

system in column 2. The Applicants are uncertain as to whether the Examiner intends the cited section of column 2 to provide an additional (to the section of column 8) disclosure for the claimed features, or whether the teaching of these separate sections and independent systems are being combined in some manner—the Examiner is entirely silent as to why these particular sections were cited.

Although column 8 makes some reference to client software (having a device engine with a transmitter, receiver, and synchronizer) and references a storage server, the mere mention of a client and server is insufficient to teach the claimed elements of the service portals having a synchronization client module, synchronization service modules, and PIM services arranged as required by the claims. Applicants have, in previous responses, requested that the Examiner specifically identify where each of these claimed elements are found in the teaching of Multer, and a mere cite to 43 lines of a column of Multer fails significantly in this regard.

The amendments to the claims have been done to remove the rejections based on 35 U.S.C. § 112, but the substantive claim scope remains essentially the same. Therefore, the Applicants repeat, for the third time, the lack of teaching in Multer with regard to the claims.

In Applicants' previous responses, regarding claim 1, Applicants asserted:

- a) Multer does not disclose that, among the connected devices shown in Fig. 7, there are provided service portals, each hosting at least one personal information manager (PIM) service. Fig. 7, and the corresponding passage in col. 7, lines 45-67, only mentions that the network 700 connects devices such as personal computers, cellular phones, web browser, etc., but does not mention that web portals with PIM service are connected thereto. The newly cited sections in columns 2 and 8 of Multer do not in any way provide further clarity;
- b) Multer does not disclose that each of said portals is accessible by way of remote access terminals; and
- c) Multer does not disclose that the first synchronization client-server architecture have a client-server architecture, where the client and server of this architecture respectively comprise a module hosted in one of the portals and, on the other hand, a module hosted within the other portal or within each of the other portals.

In the Office Action, on pp. 2–3, the Examiner described how the elements of Multer were being read on claim 1 of the present application.

Applicants have amended claim 1 and respond as follows:

1) Multer does not disclose the feature “service portals, each hosting at least one personal information manager (PIM) service” in both former claim 1 and presently amended claim 1.

In the Office Action, the Examiner only cites Fig. 1 of Multer as disclosing this feature. However, neither Fig. 1, nor any other passage of Multer discloses any service portal, or that a personal information manager (PIM) service is hosted in one of the devices connected by the network. Fig. 7 just discloses two devices that are directly connected to one another, but none of them is a service portal, and none of them hosts a personal information manager (PIM) service. In the event that the Examiner is relying upon other parts of Multer for the disclosure related to the claimed service portal, Applicants respectfully request that the Examiner point out with particularity the passage in Multer where this could be found.

3. Multer does not disclose the features “(...) a synchronization client module, hosted in a first of said service portals” and “a synchronization server module, hosted within at least the second of said server portals” in amended claim 1.

In the Examiner’s rejection of claim 1, the Examiner just cited 8:10–52, which only references Multer’s “storage 300”. However, this is not hosted in any service portals, and therefore cannot be used to disclose these features.

4. Multer does not disclose the feature “the first data synchronization means are adapted to establish a correspondence between the data stored in the portals” as claimed in claim 1.

The passages at 2:25–58 and 8:10–52 do not disclose that the first data synchronization means are adapted to establish a correspondence between the data stored in the portals.

Should the Examiner be aware of such a disclosure in other parts of Multer, Applicants respectfully request that such a disclosure be specifically pointed to in the next response.

5. *Multer does not disclose the feature “the first synchronization means includes a client-server architecture, the client of said architecture comprising a synchronization client module, hosted in a first of said service portals and communicating with a first server implementing the personal information manager service of said first service portal, and the server of said architecture comprising a synchronization server module, hosted within at least the other the second of said service portals and communicating with a second server hosting a different the personal information manager service of said second service portal, said modules communicating via a computer network.”*

First of all, the passages of Multer cited by the Examiner (Fig. 1, 2:25–58 and 8:10–52) fail to disclose that the first synchronization means includes a client-server architecture.

Moreover, Applicants emphasize that:

- the client of the client-server architecture comprises a synchronization client module hosted in a first of said service portals and communicating with a first server implementing the personal information manager service of said first portal, and that
- the server of the client-server architecture comprises a synchronization server module hosted within at least the second of said service portals and communicating with a second server hosting the personal information manager service of said second service portal.

There is no indication in the cited passages that the storage means 300 are communicating with a first server hosting personal information manager service of a first portal. Multer does not disclose as well that the storage 300 is a synchronization client module.

The Examiner’s citations do not disclose that there is a communication with a second server hosting personal information manager service of a second service portal, different from the first one. Multer does not disclose as well that the so-called synchronization receiver would be a synchronization server module. Should the Examiner be aware of another disclosure of these features in other parts of Multer than the ones he has already cited, Applicants respectfully request that he specifically point out the passages in Multer where this could be found.

Independent claims 8 and 10 have been amended in a similar manner to claim 1, and therefore, the above-mentioned arguments regarding claim 1 apply to claims 8 and 10 as well.

Moreover, not only must the claimed elements be found in a single reference in order for the reference to anticipate a claim, but the claimed relationships between the references must be found as well. The Examiner has selectively chosen the respective teachings of different passages each referencing in one case an embodiment of the prior art, and in the other case an embodiment of the invention, but has not demonstrated that the claimed relationships between those elements are present.

Therefore, Applicants respectfully assert that Multer does not teach all the features of amended claims 1, 8 or 10. The prior art relied on fails to provide any suggestion for one skilled in the art to adapt the teaching of these documents so as to obviate the claimed invention. Claims 2, 3, and 9 are not anticipated by Multer by virtue of their dependence from claims 1 and 8 respectively. Applicants respectfully request that this 35 U.S.C. § 102 rejection be withdrawn from the present application.

35 U.S.C. §103(a) Obviousness of Claims 4–7 and 11–12 over Multer in view of Ims and Microsoft

6. Applicants rely upon the above arguments with respect to the remaining dependent claims, and assert that none of the additional references supplants the deficiencies identified above with respect to Multer.

In the Office Action, on pp. 6–7, the Examiner combined Multer with Ims and Microsoft in establishing an obviating combination of references for various dependent claims in the present application. Without addressing the specifics of the additional references on the merits, Applicants rely upon the above arguments and assert that the disclosures of each of these additional references, alone or in combination, do not serve to solve the deficiencies of the Multer reference. The Examiner has cited these references for purposes related to the specifics of the dependent claims.

For these reasons, the Applicants assert that the claim language clearly distinguishes over the prior art, and respectfully request that the Examiner withdraw the §103 rejection from the present application.

35 U.S.C. §102(e) Anticipation of Claims 1–3 and 8–10 by Ng

7. *Ng does not disclose the feature “service portals, each hosting at least one personal information manager (PIM) service” as well as other claimed limitations in both former claim 1 and presently amended claim 1.*

In the Office Action, on pp. 7–8, the Examiner rejected claim 1 as being anticipated by Ng.

As with the Multer reference, the Examiner simply repeated the claim language (although again omitting language of the claims) and identified a Figure and columns of Ng, where the claimed elements are allegedly disclosed, without any form of analysis or illustration as to how the cited passages relate to the claimed elements.

Ng fails to disclose as well that a synchronization system comprises a first client-server architecture comprising a first synchronization client module and a first synchronizations server module communicating together via a computer network, wherein the first synchronization server module is hosted in a portal hosting a PIM service and acting as a PIM server, whereas the first synchronization client module is hosted within at least another portal hosting a PIM service and acting as a PIM server.

In Figure 1 of Ng, the second PIM client (165) is hosted in a local client (120) which does not act as a PIM server and is not accessible by way of remote access terminals acting as PIM clients, contrary to the claimed invention.

Similarly, the second PIM server (180) is hosted in a second PIM PC (125) which is not accessible by way of remote access terminals acting as PIM clients, contrary to the claimed invention, since the second PIM server of second PIM PC cooperates with the PIM client of the local client, and not with the PIM client of a remote access terminal.

The design of the system disclosed by Ng is for the synchronization on a particular PIM service for a local client communicating with the Global Server (105) based on PIM downloadables. Thus Ng does not deal with the synchronization of data between two portals, each hosting a PIM service and both accessible by way of a remote access terminal acting as a PIM client.

Therefore, Applicants respectfully assert that Ng does not teach all the features of amended claims 1, 8 or 10. The prior art relied on fails to provide any suggestion for one skilled in the art to adapt the teaching of these documents so as to obviate the claimed invention. Claims 2, 3, and 9 are not anticipated by Multer by virtue of their dependence from claims 1 and 8 respectively. Applicants respectfully request that this 35 U.S.C. § 102 rejection be withdrawn from the present application.

35 U.S.C. §103(a) Obviousness of Claims 4–7 and 11–12 over Ng in view of Ims and Microsoft

8. Applicants rely upon the above arguments with respect to the remaining dependent claims, and assert that none of the additional references supplants the deficiencies identified above with respect to Ng.

In the Office Action, on pp. 7–8, the Examiner combined Ng with Ims and Microsoft in establishing an obviousness combination of references for various dependent claims in the present application. Without addressing the specifics of the additional references on the merits, Applicants rely upon the above arguments and assert that the disclosures of each of these additional references, alone or in combination, do not serve to solve the deficiencies of the Ng reference. The Examiner has cited these references for purposes related to the specifics of the dependent claims.

For these reasons, the Applicants assert that the claim language clearly distinguishes over the prior art, and respectfully request that the Examiner withdraw the §103 rejection from the present application.

In re Appln. of Le Lann et al.
Application No. 10/544,289
Response to Office Action of October 21, 2010

Conclusion

In view of the foregoing, Applicants submit that the pending claims are in condition for allowance, and respectfully request reconsideration and timely allowance of the pending claims.

The Examiner is respectfully requested to pass this application to issue. If, in the opinion of the Examiner, a telephone conference would expedite the prosecution of the subject application, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,

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